fection of form, within the meaning of a statute providing that no indictment shall be deemed insufficient, or the trial, judgment or other proceedings thereon be affected, by reason of any defect or imperfection in matter of form only, which does not tend to the prejudice of the defendant. *Crowley v. U. S.*, 194 U. S. 461. Under the code provision mentioned in headnote, an indictment was rightly quashed when three of the grand jurors had not paid taxes for the preceding year. *State v. Durham Fertilizer Co.*, 111 N. C. 658. But objection under said code provision does not disqualify a grand juror 21 years old, who was not liable for poll tax the preceding year, and may have had no property liable to taxation. *State v. Perry*, 122 N. C. 1018. A covenant to transfer all his taxable property does not make one ineligible to serve as grand juror under such a statute. *Commonwealth v. Reynolds*, 4 Leigh (Va.) 663. Where a person appears on the assessment roll as owning no land except that which is exempt, he is a taxable person within a statute requiring grand jurors to be taxable persons. *State v. Carlson*, 39 Ore. 19.

INJUNCTION—COMBINATIONS—INTERFERENCE WITH CONTRACT BY THIRD PERSONS.—HITCHMAN COAL CO. V. MITCHELL ET AL., 172 FED. 963.—*Held*, that an employer and employes may lawfully contract with respect to the terms of employment, and as incidental thereto that the employes shall not join a labor union and that the employer shall not employ union men; and when such a contract has been made, a combination between officers or members of a labor union, to induce either party to violate the contract, with which they have no rightful concern, constitutes an unlawful conspiracy, to restrain the carrying out of which, the other party is entitled to an injunction.

The preponderance of authority is in accord with the leading case and, as a general rule, equity will grant an injunction to restrain a combination, which is formed to induce employes, who are not dissatisfied with the terms of their employment, to strike for the purpose of inflicting damage upon the employer. *Hamilton-Brown Shoe Co. v. Saxey*, 131 Mo. 212; *United States v. Haggerty*, 116 Fed. 510. And likewise, where one adopts a system in his business of employing only non-union workmen, and of stipulating in his contracts with them, that they shall join no union, interference therewith, enticing, or endeavoring to entice them to join a union will be enjoined. *Flaccus v. Smith*, 199 Pa. 128. But inducements offered by way of entreaty and persuasion, where intimidation is not used, have been held insufficient to grant an injunction. *Reynolds v. Everett*, 144 N. Y. 189. But in such cases the remedy is damages in a court at law. *Haight v. Bodgeley*, 15 Barb. 499. And the right of employers to sue for relief, where third parties are interfering, in any manner whatsoever, with their employes, against the latter's consent, has been upheld. *Frank & Dugan v. Herold*, 63 N. J. Eq. 443. And, in accord, an injunction is the proper remedy to restrain third parties from doing acts, or making threats and inducements, without justifiable cause, to prevent a party to a contract, from carrying out the same. *Employing Printers Club v. Blosser*, 122 Ga. 509; *American Law Book Co. v. Thompson*, 84

N. Y. Supp. 225. But some authorities deny the right, in the absence of unlawful means, such as fraud or deceit. *Boysen v. Thorn,* 98 Cal. 578; *Perkins v. Pendleton,* 90 Me. 166.

INSANE PERSON—ACTION BY GUARDIAN—PAYMENT ON CONTRACT—RECOVERY OF PAYMENT.—GOLDBERG V. WEST END HOMESTEAD CO., 73 ATL. 128 (N. J.).—*Held,* that in a suit by a guardian of a lunatic to recover money paid by the lunatic upon a contract for the sale of land, knowledge of the insanity by the defendant must be proved.

In accord with the principal case, many courts hold that where a party contracting with a lunatic acts in good faith and in ignorance of insanity, the contract will be upheld. *Scott v. Hay,* 90 Minn. 304; *Haines v. Scott,* 54 N. Y. Supp. 844. Some courts follow this rule when the sane party cannot be placed in *statu quo. Smith's Committee v. Forsythe,* 28 Ky. Law Rep. 1034. But it has been held that ignorance of the insanity will not uphold a contract. *Feigenbaum v. Howe,* 66 N. Y. Supp. 378. And this rule has been followed even where an ordinarily prudent person could not discover insanity. *Orr v. Equitable Co.,* 107 Ga. 499. And some courts hold the contract binding only when the lunatic has received actual benefit. *Lincoln v. Buckmaster,* 32 Vt. 659.

INSURANCE—WHAT CONSTUTUTES "FIRE."—O'CONNOR V. QUEEN INS. CO. OF AMERICA, 122 N. W. 1038 (WIS.).—*Held,* that a fire in a furnace of material so highly inflammable in character as to cause volumes of heat and smoke to escape through the registers into the rooms, damaging the house and furniture, though without ignition outside of the furnace, is a "fire" within the policy of insurance against "direct loss or damage by fire." Marshall, J., *dissenting* in part.

In general, fire insurance policies should be construed so as to give effect to the evident intention of the parties. *Ripley v. Aetna Ins. Co.,* 30 N. Y. 136; *Snyder v. Groff,* 8 Pa. Dist. 291. And, if the policy is susceptible to two constructions, that construction should be adopted which is favorable to the insured. *Forest City Ins. Co. v. Hardesty,* 182 Ill. 39; *Imperial Shale Brick Co. v. Jewett,* 169 N. Y. 143. The prevailing doctrine as to injury to insured property by heat, although the heat is caused by combustion, seems to be that if the injury does not result from fire outside of its usual place of confinement, such as a furnace, it is not covered by the policy. This rule has been applied, and the damage not held to be covered by the policy, when the scorching of sugar in a refinery resulted from overheating the pans used in drying. *Austin v. Drew,* 4 Campb. 361 (Eng.). The same rule was applied to damage to a library, due to a break in the steam heating pipes, resulting in the charring of furniture and books, *Gibbons v. German Ins., etc., Inst.,* 30 Ill. App. 263, to damage by smoke from the flame of a flaring lamp, *Fitzgerald v. German-American Ins. Co.,* 30 Misc. (N. Y.) 72, or from smoke and soot escaping from a defective stove pipe. *Cannon v. Phoenix Ins. Co.,* 110